



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
Honorable Robert D. Drain**

FILED  
U.S. BANKRUPTCY COURT

2019 OCT 15 A 9:40

S.D. OF N.Y.

**In Re:  
SEARS HOLDING CORPORATION, ET AL,  
DEBTORS**

**CHAPTER 11  
CASE NO. 18-23538CRDD  
JOINTLY ADMINISTERED**

2747 SHERWIN AVE.

**Debtors Council Asserts  
“The claim does not relate to goods received”.  
Document 5236 Page 5 #6 Attached as Exhibit “B”**

**Claimant**

**Exteriors By Design, Inc. dba: California Commercial Roofing  
Systems**

**Reasons statement that claim should not be reclassified.  
California Commercial Roofing Systems provided not only roofing  
materials (goods), but provided trained service technicians, without  
which the materials (goods) would be of no value to Sears Holdings  
Corporation, as Sears Holdings Corporation has no trained  
employees who can install and weld Thermoplastic TPO membrane,  
EFIS or plaster. Without our technicians, the material (goods) are  
simply rolls of material and buckets of plaster.**

**The installation of the materials & goods requires specialized  
welding and electrical equipment of which SHC does not have at any  
of the hundreds of sites we have worked.**

**PHOTOS OF CLAIM AND PROOF SEARS HOLDINGS  
CORPORATION DID NOT HAVE SKILL SET TO REPAIR THE  
THERMOPLASTIC ROOF MEMBRANE.**

**Further proof Exteriors By Design, Inc. dba: California Commercial  
Roofing Systems skilled tradesman installed the material (goods)  
preventing water intrusion at the entire perimeter of the facility.  
Should this work have not been completed, this facility would need  
to be closed due to slip & fall hazard and exposure of the electrical  
panels controlling the entire store to become saturated with rain  
water.**

UNIT #8

VENTURA, CA. 93003

(805) 644-1640

FAX (805) 644-1740

**This “Entire Claim” is goods driven. We purchased, delivered and installed goods necessary for the store to remain open. We have included photos, the product which our technicians installed onto the real property have no value without placement by those technicians and the owner, then Sears Holding Corporation, now Transformer Holdco, LLC. would not realize any value unless placed and welded into place by our technicians. The product was not supplied for resale, or use on the premises by SHC employees. The product, once expertly installed, allowed the facility at Montclair, California to remain open without endangering employees & customers.**

**This claim is 100% goods. These items were installed and made part of real property for which we were given a signed contract. Exhibit “A”, dated December 3<sup>rd</sup>, well after the filing of Bankruptcy, which should have no bearing on this claim.**

**Page 4 of 6 of Exhibit “A” bullet points clearly state 12 inch – 16 in membrane (goods) welded to old membrane and glued to walls. Replace missing termination bars (goods) Install new stucco (goods). Install new EFIS and plaster (goods)**

**All work was beyond the 20 days counsel for SHC alleges.**

**Exhibit A dated 11/27/2019**

**Sears Ventura, California 1/15/2019**


**Sears Santa Maria, California 1/16/2019**

**Sears Freedom, California 1/19/2019**

**All goods and good related work was done to allow the stores to remain open and keep customers and employees safe.**

**Respectfully Submitted,**

**CALIFORNIA COMMERCIAL ROOFING SYSTEMS**

  
**Dewayne Weaver**  
**President**



## Sears Holdings Management Corporation

damage amount will become due and payable regardless of the type and amount of actual damages suffered by Company.

3. Contractor shall perform the Work as described in Exhibit A attached hereto and as more fully set forth in the Technical Specifications and Drawings incorporated herein and identified by title and date in Exhibit A.
4. Company shall pay the sum of FORTY THREE THOUSAND, EIGHT FIVE DOLLARS AND 00/100 (\$43,085.00) ("Contract Sum") for the Work. The Contract Sum includes demolition, materials, labor and all charges for applicable taxes, freight, licenses, permits and other fees.
5. Contractor shall submit its Applications for Payment in accordance with the terms set forth in the Contract Documents. Contractor agrees to accept payment from either Company or Sears Procurement Services, Inc. ("SPS"), a wholly owned subsidiary of Sears, Roebuck and Co. Any invoices sent directly to SPS will be free of any sales or use tax, provided that SPS has furnished Contractor with the applicable sales tax exemption certificate. Applications for Payment shall be submitted to:  

Jorge Belda  
[Jorge.Belda@searshc.com](mailto:Jorge.Belda@searshc.com)
6. Contractor shall procure and maintain, subject to the terms of the General Conditions, the types and minimum limits of insurance identified in the General Conditions.
7. Contractor agrees to indemnify and defend Company, the Owner of the Facility, landlord and mortgagee (if any), and their respective affiliates as set forth in the General Conditions.
8. This Agreement comprises the entire and integrated agreement between Company and Contractor and supersedes all prior negotiations, bids, representations, or agreements, either written or oral. Any and all bids, proposals, and purchase orders submitted by the Contractor prior to the execution of this Agreement are not part of the Contract Documents.
9. The General Conditions to this Agreement, revised August, 2015, an executed **original** of AIA Document A305: Contractor's Qualification Statement," 1986 edition (if required), all exhibits referenced below in Items 14 and 15, and all other existing Contract Documents as defined in the General conditions are incorporated herein by reference.
10. Contractor hereby acknowledges receipt of all Contract Documents. Terms used in the Contract Documents are as defined in this Agreement or in the General Conditions to this Agreement.



## Sears Holdings Management Corporation

11. Unless otherwise prohibited by applicable Laws, Contractor and Subcontractors waive all mechanics' lien rights on the Site (as defined in the General Conditions) and against Company.
12. Notices to Company shall be sent to the Company Project Manager, the Company Consultant, and to:  
  
DVP, Facilities Services & Major Maintenance  
Sears Holdings Management Corporation  
3333 Beverly Road, A2-361A  
Hoffman Estates, IL 60179
13. Notices to Contractor shall be sent to the Contractor's project manager for the Project or other higher authority of Contractor.
14. Attached hereto and incorporated within this Agreement are:  
  
Scope of Work (Exhibit A)  
Contractor's Schedule of Values (Exhibit B)  
Subcontractor List (Exhibit C)
15. Incorporated within this Agreement by reference are the following documents, copies of which have been received by Contractor:

Major Maintenance Bidding Documents 2 of 2

Contractor: Exteriors by Design, Inc.  
dba California Commercial  
Roofing Systems

By: Dewayne Weaver

Printed Name: Dewayne Weaver

Title: President

Date Signed: 11/28/18

Sears Holdings Management Corporation  
on behalf of itself and its Affiliates:

DocuSigned by:  
By: Mark P. Conway

8F170B12AB2F428...  
Printed Name: Mark P. Conway

Title: Sr. Director, Facilities

Date Signed: 12/4/2018

## Sears Holdings Management Corporation

### Exhibit A Major Maintenance Scope of Work

Store#: 1748 District: 231  
City, State: Montclair, CA

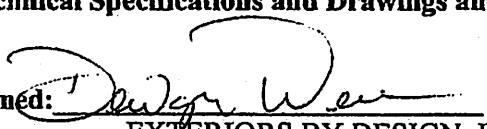
**Brief Description of Project:** Roof Repairs – Currently there are active roof leaks along the perimeter of the store. This project will clear back ballast along the perimeter, install new membrane to the existing shrinking roof, install perimeter attachment, adhere membrane to the plywood parapet wall, then install/re-install metals, as needed, and move the ballast back into place.

**Scope of Work:** California Commercial Roofing Systems will provide all material and labor to complete the following work:

- Clear back ballast 5ft. to allow ample room to fasten perimeter and install new membrane to the shrunken away system.
- Install perimeter attachment with 3in. insulation plates and screws that will pass through the deck 1 in.
- Clean old membrane with cleaner activator to receive new welded membrane.
- Depending on location, install a 12in. – 16in. piece to old membrane and adhere to plywood parapet wall.
- Reinstall good termination bars and replace damaged or missing termination bars
- Reinstall existing Kynar overflashing.
- Some locations have damaged stucco termination and the stucco. Install as necessary new metal and install new stucco coat over pulled out areas.
- One area the EFIS has been damaged, Contractor will fill the void and coat over with new plaster.
- Move ballast back into place.

Whenever "Exhibit A" is referred to in the Agreement, it shall include the terms and provisions of all Addenda referenced above.

Contractor's signature below indicates Contractor's acknowledgement of receipt of the Technical Specifications and Drawings and Addenda noted above.

Signed:  Print Name: Dewayne Weaver  
EXTERIORS BY DESIGN, INC.  
Contractor: California Commercial Roofing Systems Date: 11/28/18

## Sears Holdings Management Corporation

### Exhibit B Major Maintenance Contractor's Schedule of Values

Store#: 1748 District: 231  
City, State: Montclair, CA

Description	Total Dollars	Provider/Installer	% of Work
MOBILIZATION	2,183.00	Cal Commercial Roofing Sys	5%
MATERIAL	18,362.00	"	43%
SALES TAX	1,149.00	"	2.5%
LABOR	21,391.00	"	49.5%
			100.00%

Signed: Dewayne Weaver Print Name: Dewayne Weaver  
EXTERIORS BY DESIGN, INC.  
Contractor: California Commercial Roofing Systems Date: 11/28/18

## Sears Holdings Management Corporation

### Exhibit C Major Maintenance Contractor's List of Subcontractors

Store#: 1748 District: 231  
City, State: Montclair, CA

Subcontractor: N/A		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	
Subcontractor:		Work:	
Supervisor:		Address:	
City:	State:	City:	
Phone:	Fax:	Phone:	
Value of Work:		% of Contract:	
51% or More Minority Owned: Y N		51% or More Woman Owned: Y N	

Signed: Dewayne Weaver Print Name: Dewayne Weaver  
Contractor: EXTERIORS BY DESIGN, INC. Date: 11/28/18  
California Commercial Roofing Systems



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Andreini & Company-Oxnard  
500 Esplanade Drive, Suite 900  
Oxnard CA 93036

**CONTACT NAME:** Dee Vitano  
**PHONE (A/C, No, Ext):** 805-981-6242 **FAX (A/C, No):** 805-981-0161  
**E-MAIL ADDRESS:** dvitano@andreini.com

**INSURED**  
Exteriors by Design, Inc.  
California Commercial Roofing  
2747 Sherwin Ave. #8  
Ventura CA 93003

CALIF08

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Fire and Casualty Co	24066
INSURER B: RSUI Indemnity Company	22314
INSURER C: Navigators Specialty Ins. Co.	36056
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 933114677

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		LA18CGL253669IC	7/10/2018	6/7/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAS57305068	6/7/2018	6/7/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NHA245364	7/10/2018	6/7/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Roof Repairs at Sears #1748, 5080 E. Montclair Plaza Ln, Montclair, CA 91763  
Sears Roebuck & Co., Sears Operations, LLC, Kmart Corporation, Kmart Operations LLC, the Project Consultant (if any), the landlords (if any), the owners of the facilities where the work is being performed and their respective affiliates and designees are Additional Insureds as required by written contract per endorsements CG2037 0413 and CG2038 0413.

## CERTIFICATE HOLDER

Sears Roebuck & Co.  
Attn: Facilities Mail Stop A2-370B  
3333 Beverly Rd  
Hoffman Estates IL 60179

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Dee Vitano*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS FOR OTHER  
PARTIES WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:LA18CGL253669IC

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization for whom you are performing "commercial construction" during the period of this policy and have agreed in a written contract to add as an additional insured for products-completed operations. "Commercial construction" does not include any habitational or residential construction other than hotels or apartments.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

required by the contract or agreement to  
provide for such additional insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/28/2018

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Bouchard Insurance for Frank Crum  
101 Starcrest Drive  
Clearwater, FL 33758

**CONTACT**  
NAME:  
PHONE (A/C, No, Ext):  
FAX (A/C, No):  
E-MAIL:  
ADDRESS:

**INSURED**  
FrankCrum 11, Inc. Labor Contractor, for co-employees of: Exteriors by Design, Inc dba:  
California Commercial Roofing Systems  
100 South Missouri Avenue  
Clearwater, FL 33756

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich-American Insurance Company	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 18FL080945034

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 01-31-476-01	08/01/2018	08/01/2019	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	08/01/2018	08/01/2019	Client# A0H16-CA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Coverage is provided for only those co-employees of, but not subcontractors to:  
 Exteriors by Design, Inc dba: California Commercial Roofing Systems  
 2747 Sherwin Ave Ste 8  
 Ventura, CA 93003  
 Re: Sears #1748, 5080 E Montclair Plaza Lane, Montclair, CA 91783

Endorsements: Waiver of Subrogation

## CERTIFICATE HOLDER

Sears Roebuck & Co., Sears Operations LLC, Kmart Corporation, Kmart Operations LLC  
 Facilities, Mail Stop A2-370B  
 3333 Beverly Road  
 Hoffman Estates, IL 60179

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06  
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be     \$0     of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

IN FAVOR OF:

Sears Roebuck & Co., Sears Operations LLC, Kmart Corporation, Kmart  
Operations LLC  
Facilities, Mail Stop A2-370B  
3333 Beverly Road  
Hoffman Estates, IL 60179

Re: Sears #1748, 5080 E Montclair Plaza Lane, Montclair, CA 91763

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/28/2018

Policy No: WC 01-31-476-01

Endorsement No:

Insured: FrankCrum 11, Inc. Labor Contractor, for co-employees of: Exteriors by Design, Inc  
dba: California Commercial Roofing Systems

Insurance Company: Zurich-American Insurance Company

Countersigned by

WC 04 03 06

Copyright 1983 National Council on Compensation Insurance



Debtors' Ninth Omnibus Objection to Claims

Exhibit A - Reclassified Claims

In re: Sears Holdings Corporation, et al.

Case No. 18-23538 (RDD)

Schedule of 503(b)(9) and Administrative Claims to be Reclassified*							
Ref #	Name of Claimant	Proof of Claim No. to be Reclassified	Asserted Debtor	Asserted 503(b)(9) Priority	Asserted Administrative Priority	Amount Reclassified as General Unsecured Claim	Reason for Proposed Reclassification
1.	2401 South Stemmons, LLC	5650	Sears Holdings Management Corporation	\$13,833.32		\$13,833.32	The Claim does not relate to the receipt of "goods".
2.	310 Carolina St LLC	5071	California Bullder Appliances, Inc.	\$11,928.05		\$11,928.05	The Claim does not relate to the receipt of "goods".
3.	ADRIAN CITY SUMMER	14404	Sears Holdings Corporation	\$13,170.17		\$13,170.17	The Claim does not relate to the receipt of "goods".
4.	CURA, LAURIE	12705	Sears Holdings Corporation		Unliquidated	Entire Claim	The Claim relates to prepetition period.
5.	Eric Jay Ltd	16591	Kmart Holding Corporation	\$102,053.70		\$102,053.70	The Claim relates to goods received by the Debtors outside the applicable 20-day window.
6.	EXTERIORS BY DESIGN, INC. DBA CALIFORNIA COMMERCIAL ROOFING SYSTEMS	9832	Sears Holdings Corporation	Unliquidated		Entire Claim	The Claim does not relate to the receipt of "goods".
7.	Forklifts ETC	15134	Sears Holdings Corporation	\$1,962.70		\$1,962.70	The Claim does not relate to the receipt of "goods".
8.	FULLER, CONNIE	11348	Sears Holdings Corporation	\$1,314.09		\$1,314.09	The Claim does not relate to the receipt of "goods".
9.	IZUO BROTHERS LTD	16376	Sears Holdings Corporation	\$1,727.35		\$1,727.35	The Claim relates to goods received by the Debtors outside the applicable 20-day window.
10.	J & M SALES CO INC (A GALLO & CO. LLC)	12731	Kmart Corporation	\$128.07		\$128.07	The Claim does not relate to the receipt of "goods".
11.	Kidway Inc.	3881	Sears Holdings Corporation	\$11,250.00		\$11,250.00	The Claim relates to goods received by the Debtors outside the applicable 20-day window.
12.	KRAUSE WATCH CO.	1477	Sears Holdings Corporation	\$8,164.00		\$8,164.00	The Claim relates to goods received by the Debtors outside the applicable 20-day window.
13.	LBG Distribution, Inc.	2805	Sears Home & Business Franchises, Inc.	\$7,229.14		\$7,229.14	The Claim relates to goods received by the Debtors outside the applicable 20-day window.
14.	Lux-Bed	4889	Sears Holdings Corporation	\$549.71		\$549.71	The Claim does not relate to the receipt of "goods".

\* The Debtors' hereby reserve the right to object in the future to any of the Claims listed in this Schedule on any ground, and to amend, modify, or supplement the Objection and this Schedule, as applicable.





**Tarp has been in place at least 6-8 months. This is the only repair SHC employees can facilitate.**

**Termination bar & roof membrane have pulled away due to failed membrane.**



**Termination bar pulled away due to membrane failure.**



**New membrane installed, welded, glued and  
attached for watertight finish.**



**Termination bar pulled away due to  
failed membrane.**

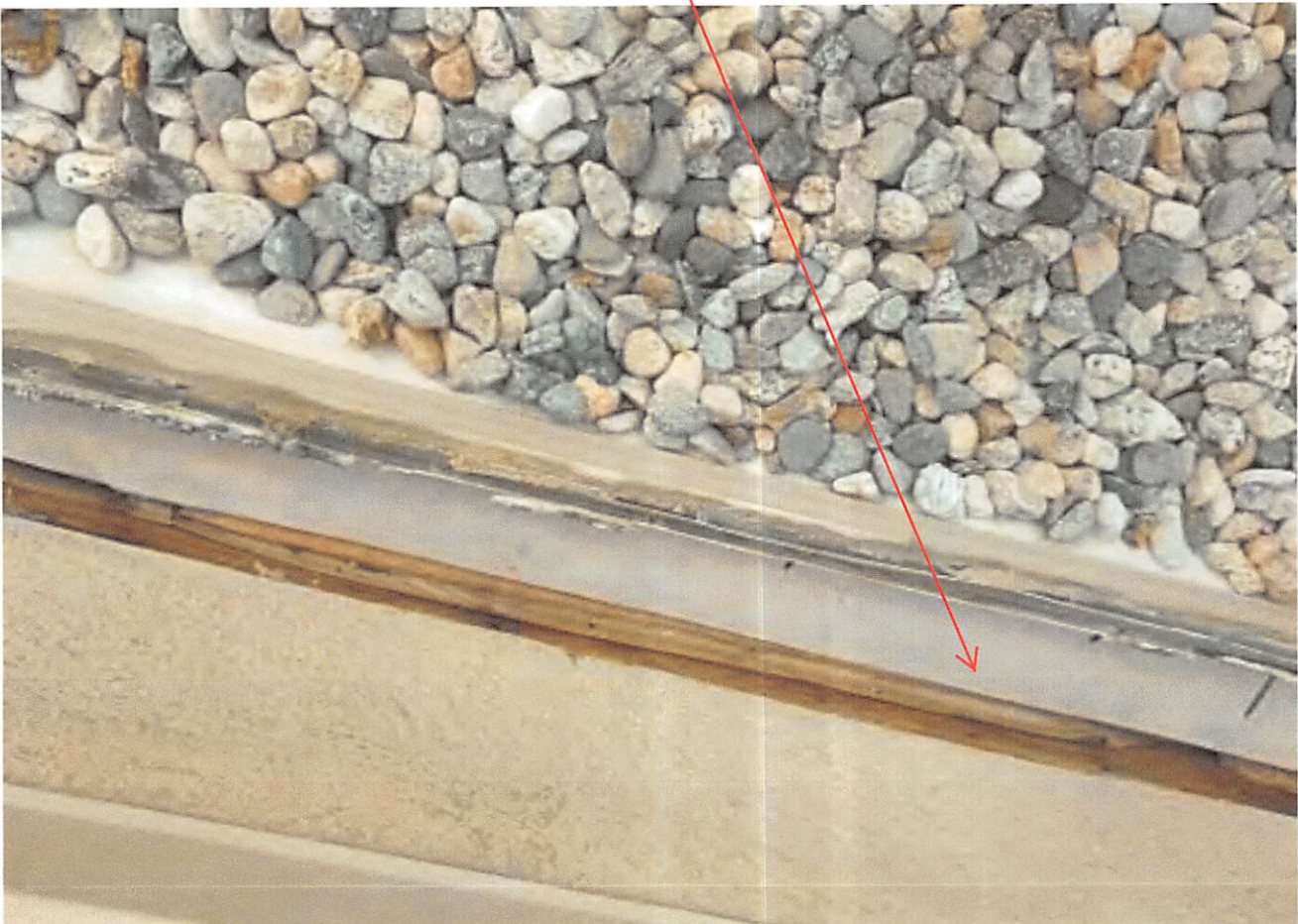






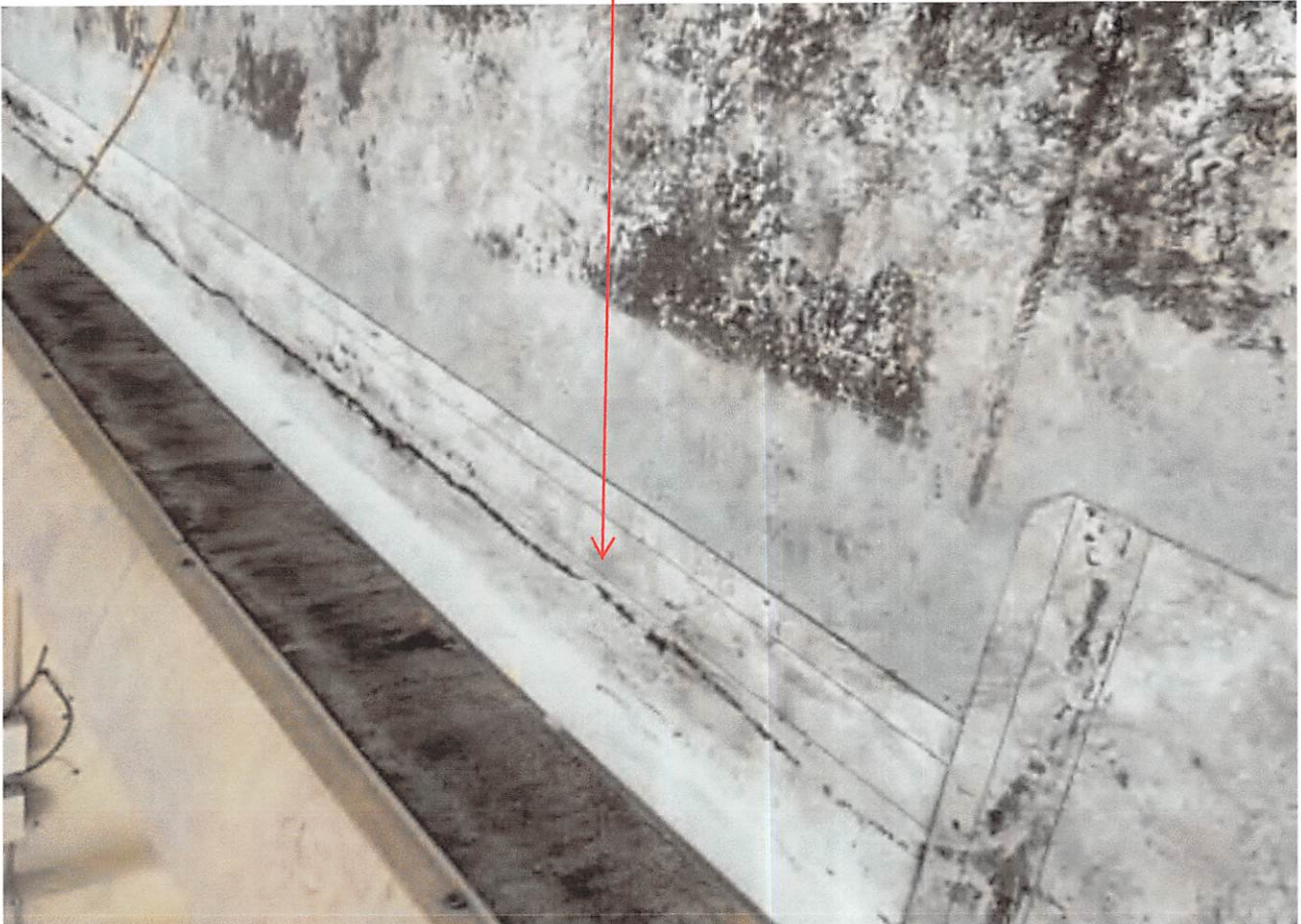
**Termination bar pulled away due to failed membrane.**

**Termination bar pulled away due to  
failed membrane.**





**New membrane installed, welded, glued  
and attached for watertight finish.**



**New membrane installed, welded, glued  
and attached for watertight finish.**





**New membrane installed, welded, glued and attached for watertight finish.**

**Larger area done to accommodate failed membrane at penetration.**





**Termination bar pulled away due to failed membrane.**

**Store employees did not have the technical expertise to do membrane repairs. All they could do was put up tarp.**





**Termination bar pulled away due to membrane failure.**



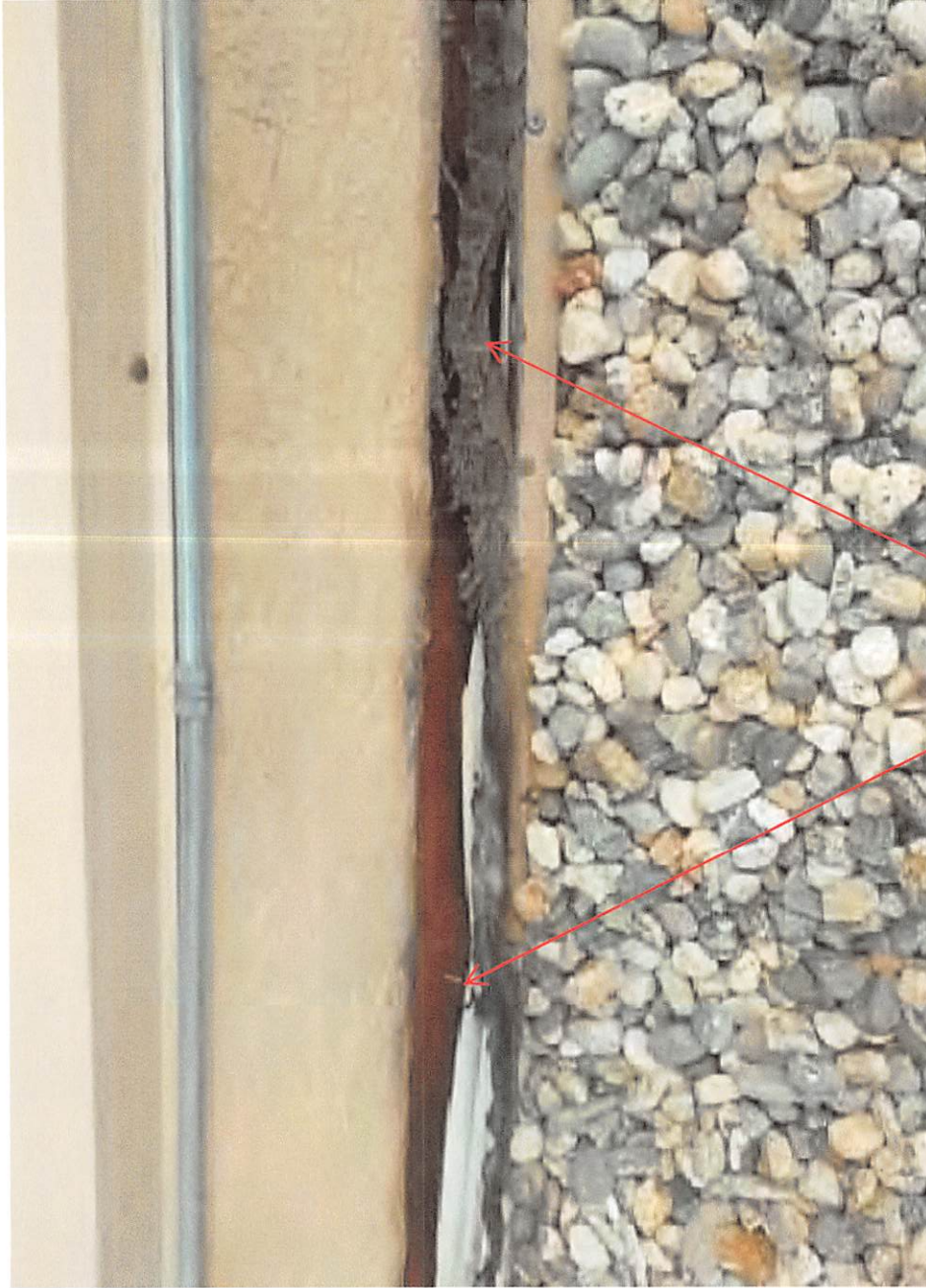
**Termination bar & roof membrane have pulled away due to failed membrane.**

**Tarp has been in place at least 6-8 months. This is the only repair SHC employees can facilitate.**





**New membrane installed, welded,  
glued and attached for watertight  
finish.**



**Termination bar pulled away and partially missing due to failed membrane.**



**New membrane installed, welded, glued  
and attached for watertight finish.**



**Typical of perimeter of building.  
Membrane failed.**





**Failed EFIS**





**Termination bar pulled away due to failed membrane.**





**Termination bar pulled away due to membrane failure.**



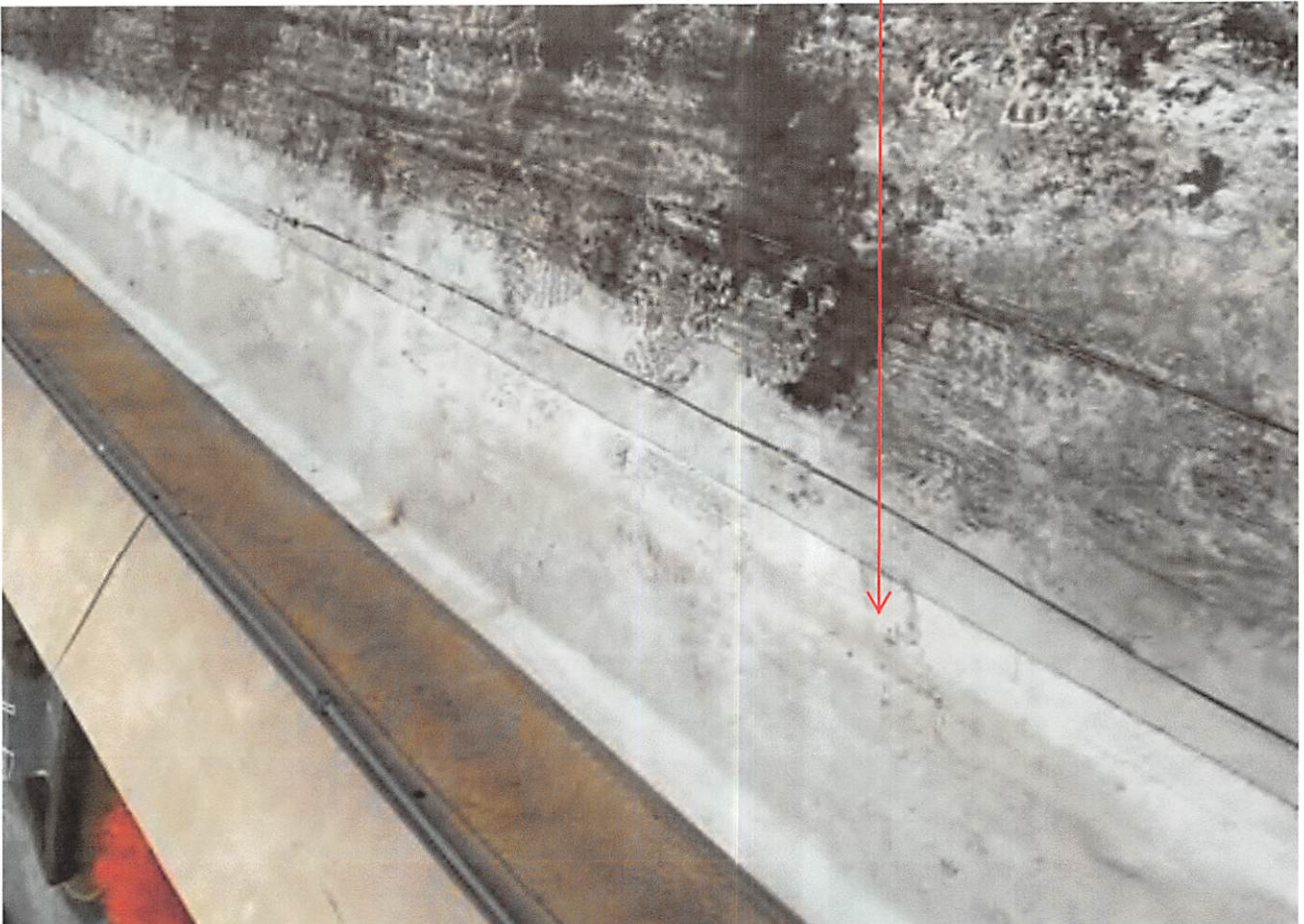
**Termination bar pulled away due to failed membrane.**



**Termination bar pulled away due to failed membrane.**  
**Store employees did not have the technical expertise to do membrane repairs. All they could do was put up tarp.**



**New membrane installed, welded, glued  
and attached for watertight finish.**





**Finishing off top of new termination bar.**

**New membrane installed, welded,  
glued and attached for watertight  
finish.**





**Termination bar pulled away due to failed membrane.**





**Termination bar & roof membrane have pulled away due to failed membrane.**

**Tarp has been in place at least 6-8 months. This is the only repair SHC employees can facilitate.**



**Termination bar pulled away due to membrane failure.**





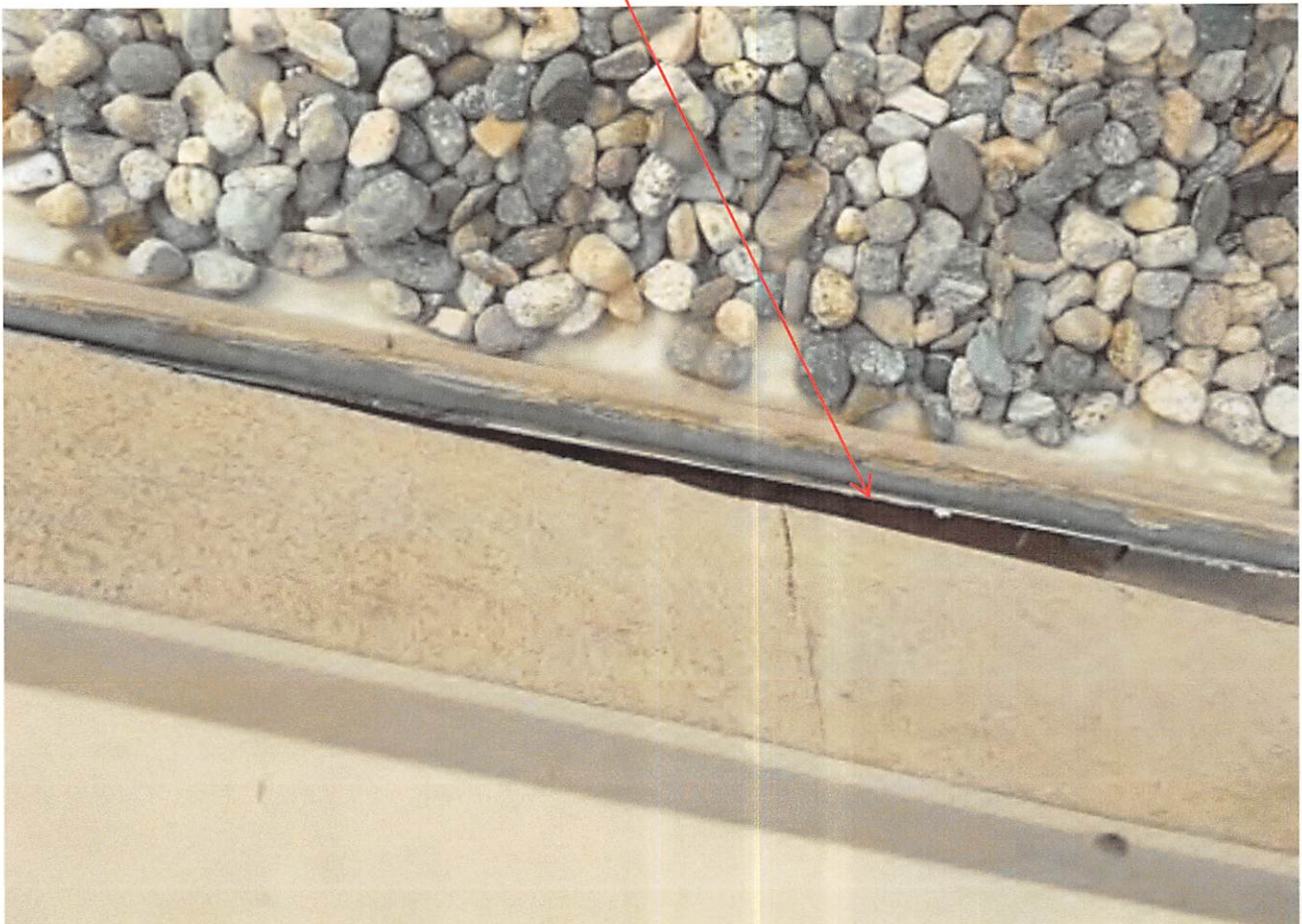
**Failed attachment**



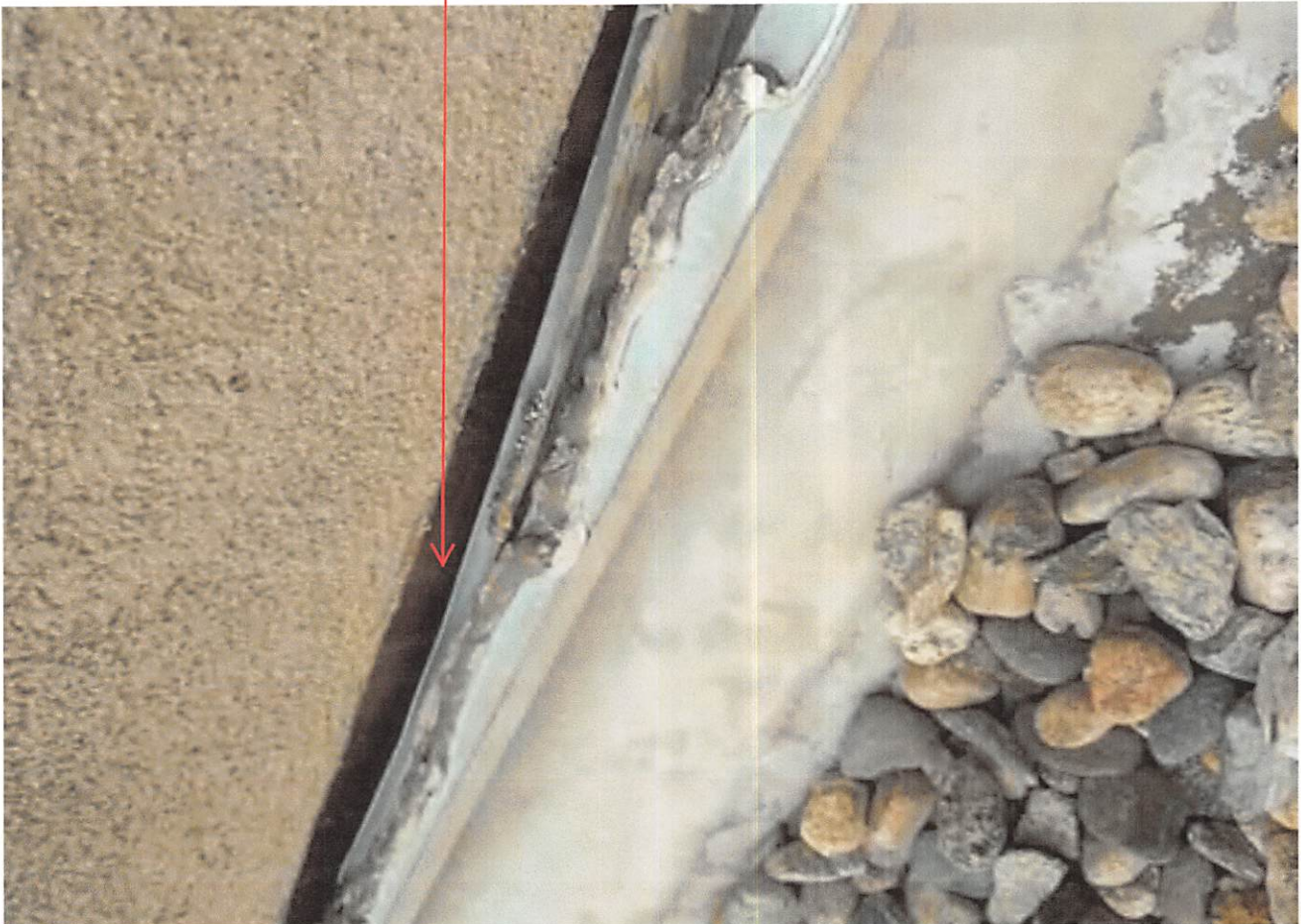
**Termination bar pulled away due to failed membrane.**



**Termination bar pulled away due  
to failed membrane.**



**Termination bar pulled away due to  
failed membrane.**

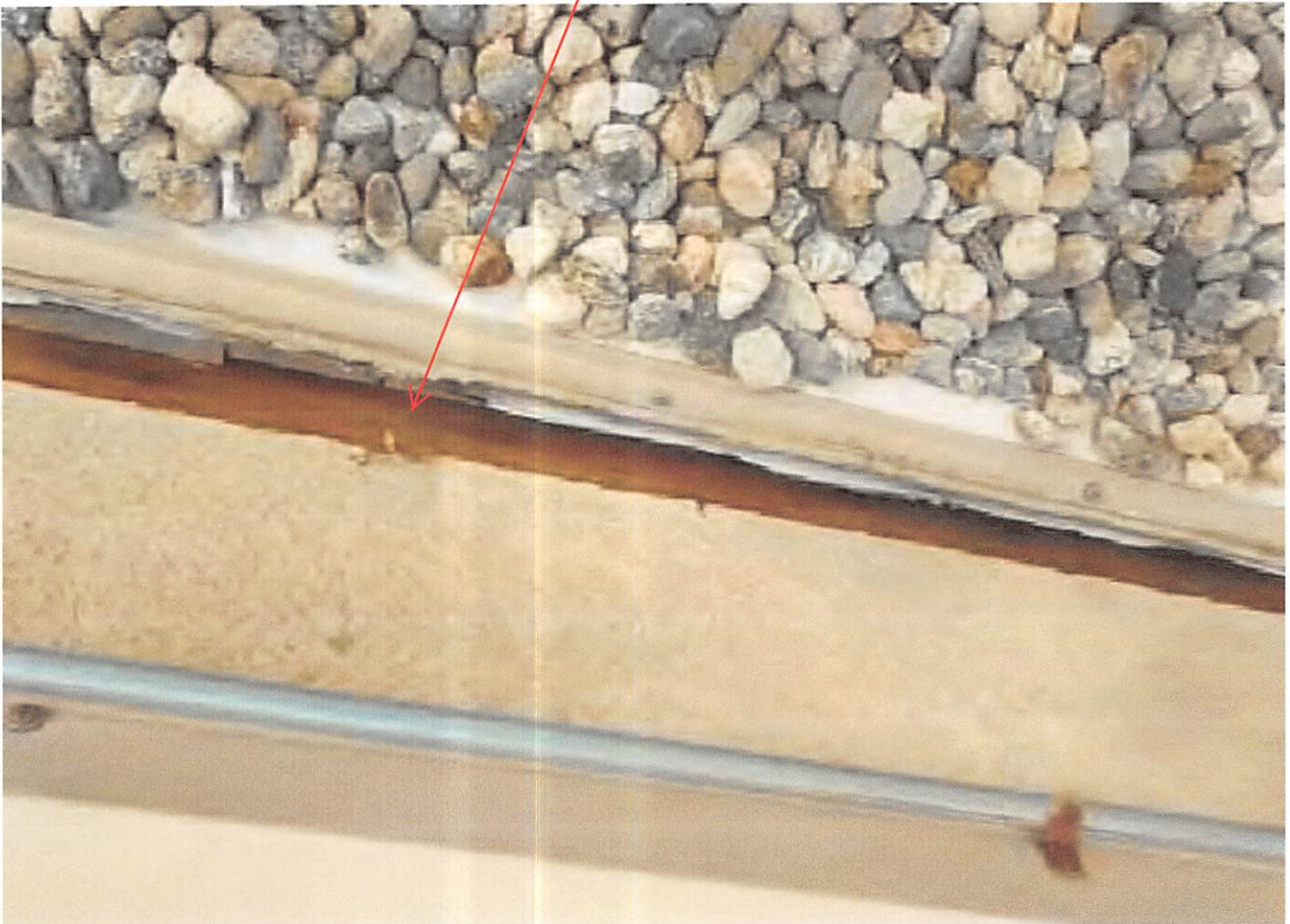




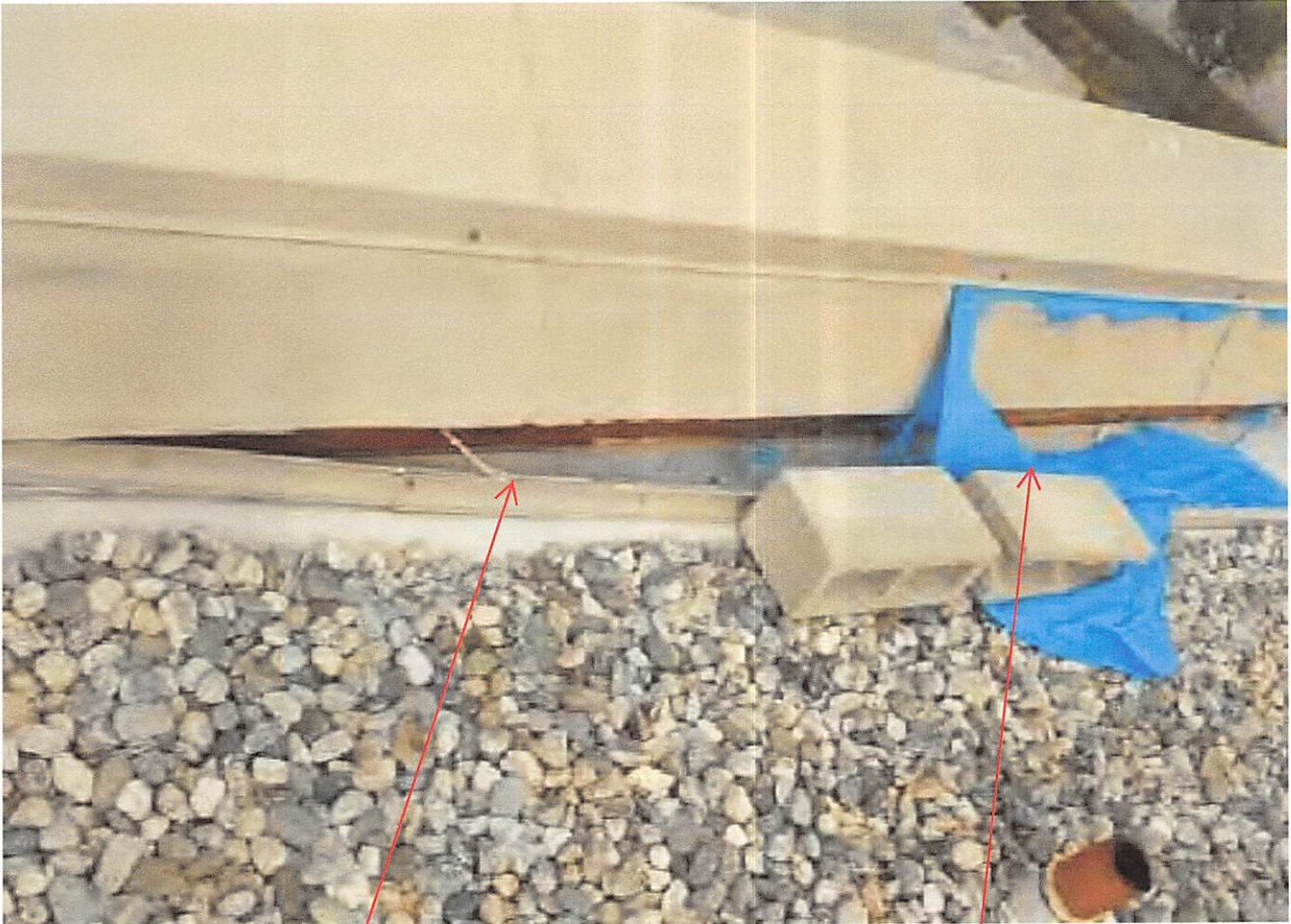


**Termination bar has pulled away due to failed membrane.**

**Termination bar pulled away due to failed membrane.**







**Termination bar & roof membrane pulled away due to failed membrane.**

**Tarp has been in place at least 6-8 months. This is the only repair SHC employees can facilitate.**



**Termination bar pulled away due to membrane failure.**